



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHEAST IOWA COMMUNITY COLLEGE

AND

NORTHEAST IOWA COMMUNITY COLLEGE

SUPPORT STAFF ASSOCIATION

2006-2007

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AGREEMENT

The Board of Directors of Northeast Iowa Community College (Area One) (hereinafter referred to as the "Board"), and the Northeast Iowa Community College Support Staff Association (hereinafter referred to as the "Association"), on behalf of the Association and on behalf of the employees in the bargaining unit recognized and described in Article I of this Agreement, agree as follows:

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the certified, exclusive and sole bargaining representative, for the purpose of collective bargaining for all employees of the Board as described in the Public Employment Relations Board certification as follows:

Included: Full-time and part-time regular support staff employees, auxiliary, custodial, maintenance, food service, secretarial and office staff, and child development centers.

Excluded: President's secretary/assistant, Vice President's secretary, Provost's secretary, Human Resources Specialist, Payroll Specialist, Administrative Assistant President and Human Resources, Plant Services Director, Cafeteria Manager, Child Development Center Director, Coordinator of Financial Services, Auxiliary Services Manager, and Learning Resources Supervisor.

- B. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate with the Board through the negotiation agent or agents officially designated by the Board to act in its behalf.

ARTICLE II

Definitions

Agreement	- This document; the collective bargaining agreement between NICC and NICCSSA
Association	- The Northeast Iowa Community College Support Staff Association/ISEA or its duly authorized representative or agents
Bargaining Unit Member	- Support staff personnel described in the PERB certification instrument Unit Member Case No. 3063 dated December 5, 1985
Board	- Board of Directors of Northeast Iowa Community College
College	- Northeast Iowa Community College (NICC)

Compensatory Time	- Time off in lieu of wages for overtime hours worked; provided at the rate of time and one and one-half hours for each hour of overtime worked or as provided by the Fair Labor Standards Act
Employee	- Personnel represented by the Association in the bargaining unit
Executive Officer	- The Superintendent/President of NICC
Fiscal Year	- July 1 to June 30
Full-time Unit Member	- Employees contracted for 2080 hours
Immediate Supervisor	- The individual annually designated to the employee
NICC	- Northeast Iowa Community College
NICCSSA	- Northeast Iowa Community College Support Staff Association
Part-time Unit Member	- Employees contracted for fewer than 2080 hours
Probationary Employee	- An employee in his/her initial three (3) calendar months of employment; may have certain limitations of rights and benefits as specified in this Agreement
Non-probationary Employee	- An employee who has completed three (3) calendar months of employment; accorded the full rights of this Agreement

ARTICLE III

Leaves of Absence

A. Sick Leave.

All employees whose work schedule is every day for at least nine (9) months will be granted leave of absence for personal illness or injury with full pay for:

1st year of employment.....	80 hours
2nd year of employment	88 hours
3rd year of employment	96 hours
4th year of employment	104 hours
5th year of employment	112 hours
6th year and subsequent years of employment	120 hours

Employees contracted for twelve (12) months shall receive 8 additional hours of sick leave per year beyond the maximums shown above.

Leave will be effective on the first day of this contract or after having reported for duty. The above amounts shall apply only to consecutive years of employment with the College and unused portions shall be cumulative to a total of 800 hours. Those unit members that have accumulated 800 hours will still be credited with 800 hours at year's end if less than 120 hours (128 hours for 12 month employees) are used during the year. At no time shall the district be accountable for more than 800 hours sick leave by any unit member during one contract year.

Employees hired after July 1 and employees contracted for a less-than-everyday work schedule shall have sick leave prorated from the above maximums according to the following formula:

$$\frac{\text{Contract Hours}}{2,080} \times \text{sick leave hours per year} = \text{available sick hours}$$

Sick leave hours will be rounded upward to the next full hour.

B. Sick Leave Donation Program

In the event the Human Resources Office is notified that a personal or immediate family catastrophe results in a unit member exhausting all sick and/or vacation leave, if applicable, co-workers may donate accumulated sick leave to the absent unit member. Such donation of accumulated sick leave will be applied as follows:

1. Following the receipt of written permission from the unit member, the Human Resources staff will communicate to campus representatives that a triggering event has occurred and ask if any unit members are interested in donating accumulated sick leave. Unit members interested in donating an accumulated sick leave day to a specific individual may do so by making arrangements through the Human Resources Office. If the unit member is unable to communicate his/her permission in writing, a member of his/her immediate family or the person designated as having medical power of attorney may communicate with the staff in Human Resources.
2. Unit members may donate a maximum of 8 hours of sick leave per college request.
3. The total number of donated sick leave hours to each individual shall not exceed 160 hours per college request.
4. All unit member donations will remain anonymous.
5. The Human Resources Office will be responsible for tracking how many sick leave hours have been donated to and used by the absent employee.
6. At the end of the month, the donating unit member will have the applicable number of sick leave hours deducted from his/her balance. The receiving unit member will claim sick leave only for those donated hours and the remainder will be unpaid time.

C. Disability/Maternity Leave.

A notice of intention to use disability/maternity leave shall be made for the period of time anticipated to be necessary to be absent from work. A medical opinion from the employee's physician shall determine the period of leave. Accumulated sick leave hours shall be applied toward disability/maternity leave.

An employee who is unable to work because of disability/maternity, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for up to two years.

The Board agrees to take care of medical/disability insurance premiums as per collective bargaining agreement for up to one year or until the carrier's waiver of premium takes effect.

D. Illness in the Immediate Family.

In the case of illness of a member of the employee's immediate family, a paid leave of absence may be granted, with notice provided as per Section E below. Such absence shall be charged against accumulated sick leave. The immediate family shall be defined as: *father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, and other members of the immediate household*. This provision shall include the birth of a child to the wife of an employee, when the wife is hospitalized. The granting of this leave is subject to the approval of the immediate supervisor. The President, and/or his/her designee, may require a physician's verification or other acceptable source of proof of such illness in the immediate family.

It is conceivable that the illness of some person other than those listed above may warrant the granting of leave. Such cases will be considered on an individual basis.

E. Notification.

Employees shall be given a written accounting of accumulated sick leave on each pay stub. The sick leave accrual for each fiscal year will be shown no later than the August 16 payroll unless bargaining has not concluded and sick leave language is open in bargaining. Under this circumstance, the sick leave accrual will be shown on the pay stub by the third payroll period after the agreement is signed.

F. Reporting Sick Leave Usage.

Whenever possible, the employee shall notify the immediate supervisor prior to an illness/absence regarding the reason and projected duration of leave. Sick leave reports shall be submitted to the immediate supervisor within two days upon return to work. The Board may require a physician's report certifying the reason and necessity for absence or continued absence. Such requirement will normally be limited to sick leave usages requiring unusual length of frequency. If the Board requires an examination and report by a physician other than the employee's physician, the cost of such examination and report will be paid by the College. Under no circumstances may sick leave be used for

reasons other than the illness of the unit member or a member of his/her immediate family as described in this agreement.

G. Previous Accumulation.

As of the first day of this Agreement, unused sick leave hours accumulated by an employee at any time prior to this Agreement, shall be credited to the account of the employee.

H. Jury.

Any employee called for jury duty during working hours shall be provided such time with pay. Any fees or remuneration the employee received during such time, with the exceptions of meal and mileage reimbursement, shall be turned over to the employer.

I. Association.

Four (4) paid days shall be available for representative of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. Five (5) calendar days notice shall be given to the President and to the employee's immediate supervisor.

J. Professional.

By making proper arrangements with the immediate supervisor, an employee may be granted limited leave with pay to attend professional meetings related to the work area of the employee.

Should the College request an employee's attendance at a professional meeting, then all necessary fees related to the meeting are to be paid. Such necessary fees shall include a registration fee, mileage for use of personal auto if a school vehicle is not available, meals, and motel/hotel cost.

Paid time for travel to and attendance at professional meetings shall be compensated based on the following guidelines:

Training Time: When NICC requires or permits a support staff employee to attend training during the employee's regular work hours, the hours will be paid. Employee training time will not be paid time if **all** four of the following criteria are met: (a) attendance is outside of the employee's regular working hours; (b) attendance is in fact voluntary; (c) the course, lecture, or meeting is not directly related to the employee's job; and (d) the employee does not perform any productive work during such attendance. Additionally, if the training is required by law and is outside of regular working hours, then the time is not considered paid time.

Travel Time: In ordinary situations where a support staff employee commutes to and from the work site, the employee is not entitled to compensation for travel time. Other conditions regarding travel time include:

1. Excluding normal commuting time, the general rule is that unit members will be compensated for travel time unless it is overnight, outside of regular working hours, on a common carrier, where no work is performed.
2. Single-day out-of-town travel is considered paid time, excluding normal commute home-to-work travel time.

Example: An employee leaves from and returns to his/her residence in a single day that includes travel to an out-of-town meeting with travel time to the meeting totaling two hours, one way. The employee's normal commute home-to-work travel time is thirty minutes, one way. The employee's total paid travel time for the single day travel to the out-of-town meeting would be three hours—four hours total travel time minus the employee's normal commute home-to-work travel time of one hour.

3. Overnight out-of-town travel is paid time when it cuts across the employee's workday. This is true for hours worked on regular working days during normal working hours and during the corresponding hours on nonworking days.

Example: An employee regularly works from 8 a.m. to 4:30 p.m. from Monday through Friday. The employee travels on business to a location that requires two hours of travel time. The employee leaves Friday at 8 a.m., works the remainder of Friday and Saturday morning, and returns on Saturday at 2 p.m. The two hours of travel time on Friday and the two hours of travel time on Saturday are paid time as are the work hours on Friday and Saturday.

4. Regular meal period time is not considered paid time.
5. Time the employee spends in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile and is free to relax, is not considered paid time.

K. Bereavement.

Up to four (4) days of paid leave shall be granted at any one time in the event of death of an employee's *spouse, child, parent, brother, sister, grandparents, or grandchildren. The above list is to include equivalent in-laws.* Up to one (1) day of paid leave shall be granted at any one time in the event of the death of an *aunt, uncle, niece or nephew, or other member of the immediate household.* Additional days may be granted beyond one (1) day if travel or unusual circumstances warrant, subject to the approval of the President or his/her designee.

Up to two days (16 hours) of paid leave per contract year will be granted to attend the wake/funeral of a friend(s), or non-listed relative(s). Leave may be taken in hourly increments and will not be pro-rated. No more than a total of 8 hours will be granted for a single wake/funeral.

All leave requests for bereavement must clearly state the name of the deceased, the relationship to the employee, and the location (city and state) where the wake and funeral will be held.

L. Leave Increments.

All temporary leaves of absence including sick leave may be taken in minimum hourly increments.

M. Extended Professional Leave.

The Board may authorize special unpaid leaves of absence for any period not to exceed four (4) calendar months or one semester in any one fiscal year, for the following purpose: for attendance at a college, university or business school, or for the purpose of training in the area related to the work of the unit member and which will benefit both the unit member and NICC. A request for such leave shall be submitted in writing by the employee thirty (30) calendar days prior to the Board meeting in which the Board will consider the request. The reply shall be submitted in writing.

N. Parental.

A leave of absence for childbearing or adoption may be granted without salary or benefits for a period not to exceed one year.

O. Good Cause.

Other extended leaves of absence without pay or benefits may be granted by the Board. A request for such leave shall be submitted in writing by the employee thirty (30) calendar days prior to the Board meeting in which the Board will consider the request. The reply shall be in writing.

This provision shall not be a subject to the grievance procedure.

P. Return From Leave of Absence.

Any employee returning from a temporary leave shall be returned to the same position. Returning employees on leave in excess of thirty (30) days are not guaranteed identical positions, or locations by the Board; however, no employee will be reduced in wages or transferred to another College worksite. Employees who fail to return to duty on the date approved, and communicated by the Board may be subject to termination, unless an extension has been granted. On all extended leaves, (those in excess of ninety [90] days) employees may continue insurance benefits at their own cost unless otherwise specified in this agreement.

ARTICLE IV

Vacations

A. Eligibility.

Vacation time shall be provided all employees working 1040 hours or more per year. Full-time employees shall receive the full benefits of the vacation schedule. Part-time employees shall receive prorated benefits of the vacation schedule, based on number of hours worked per year according to the following formula:

$$\frac{\text{contract hours per year}}{2,080} \times \text{annual vacation} = \text{annual vacation part-time employee}$$

Vacation days shall be rounded upward to the next full hour. Each vacation day shall be paid at the employee's hourly rate for eight hours (8), full-day, or four (4) hours, half-day.

Hours of earned vacation unused by June 30 (the end of the fiscal year), may be used through the following January 31. Vacation hours unused by this time are lost unless authorized in writing by the Director of Human Resources. Beginning with vacation hours earned in FY07, if carry over is necessary past January 31, only forty (40) hours will carry over. This carry over must be requested in writing by the employee to the Director of Human Resources. The Director of Human Resources will approve requests in writing and will copy the immediate supervisor on the approval. Hours approved for carry over must be used by June 30. All hours remaining from those carried over will be forfeited. Hours earned beginning in FY07 and not submitted for carry over approval will be forfeited on February 1.

B. Rate.

Fully paid vacation hours shall be earned each fiscal year at the rate specified below:

Partial year of service	4 hours/month
1 year of service	56 hours/year
2 years of service	96 hours/year
3 years of service	104 hours/year
4 years of service	112 hours/year
5 years of service	120 hours/year
6 years of service	128 hours/year
7 - 9 years of service	136 hours/year
10 - 14 years of service	144 hours/year
15 - 19 years of service	160 hours/year
20 or more years of service	168 hours/year
25 or more years of service	176 hours/year

During the first partial year of employment, the employees shall earn paid vacation hours based upon the number of months worked prior to July 1. The first full fiscal year of employment is the basis of "One (1) Year of Service" on the vacation schedule, which

means 56 paid vacation hours plus unused vacation hours earned in his/her partial year. Vacation hours may be used in the year earned.

C. Scheduling.

Vacation time may be used by eligible employees at the time of the employee's choosing including use of up to eighty (80) hours on a consecutive basis. Notice of vacation use of sixteen (16) to forty (40) consecutive hours must be approved by the immediate supervisor at least five (5) working days before the leave begins. Notice of vacation use in excess of forty (40) consecutive hours must be given to the immediate supervisor at least ten (10) working days before the leave begins. All Employee Absence Reports for vacation must be submitted to the immediate supervisor prior to the absence.

Other leaves may be granted in conjunction with vacation leave. (See each leave item for requirements regarding filing the particular leave request.) Vacation may be used in a minimum of four hour increments, except that one day per year may be taken in hourly increments.

Employees on approved leaves, as provided by this agreement, shall accrue vacation while on such leave.

D. Previous Accumulation.

As of the first day of this Agreement, unused vacation days accumulated by an employee at any time prior to this Agreement, shall be credited to the account of the employee.

ARTICLE V

Holiday Pay

Each employee whose work schedule includes 130 days or more per year shall receive the following paid holidays:

1. Independence Day or day observed
2. Labor Day
3. Thanksgiving Day
4. Friday after Thanksgiving
5. Christmas Eve or day observed
6. Christmas or day observed
7. New Year's Eve or day observed
8. New Year's Day or day observed
9. Good Friday
10. Day after Easter
11. Memorial Day
12. Three designated days at Christmas

Holidays are paid for less-than-everyday employees only if the employee is normally scheduled to work that day.

ARTICLE VI

Grievance Procedure

A. Definitions.

1. Grievance.

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

2. Aggrieved Person.

An "aggrieved person" is the person or persons or the Association making the complaint. A probationary employee shall have no right to grieve under the provisions of this Article.

B. Purpose.

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure.

1. Time Limits.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process.

2. Year-End Grievances.

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the fiscal year, and if left unresolved until the beginning of the following fiscal year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the fiscal year or within a maximum of sixty (60) days thereafter.

3. Level-One - Immediate Supervisor (Informal).

An aggrieved person with a grievance shall first discuss it with his/her immediate supervisor personally with the objective of resolving the matter informally.

4. Level-Two - Immediate Supervisor (Formal).

If, as a result of the informal discussion with the immediate supervisor at Level One a grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Association. The grievance form shall be available from the Association representative in each building and is included as Appendix A to agreement.

The filing of the formal written grievance at the second step must be within thirty (30) days from the date of occurrence of the event giving rise to the grievance. A copy of the grievance form shall be delivered to the immediate supervisor. If the grievance involves more than one immediate supervisor, it may be filed with Director of Human Resources/Designee. The appropriate immediate supervisor shall indicate his/her disposition of the formal grievance and shall furnish a copy thereof to the aggrieved person and Association President. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made with the five (5) working days period, the grievance shall be transmitted to Level Three.

5. Level-Three - Director of Human Resources/Designee.

Within ten (10) days of receipt of the grievance, the Director of Human Resources/Designee shall meet with the Association designated representative in an attempt to resolve the grievance. If no resolution is forthcoming as the result of such meeting, the Director of Human Resources/Designee shall provide a written response to the grievance within ten (10) days of such meeting to the Association President.

If the aggrieved person is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) working days of the meeting, the aggrieved person may transmit the grievance to the Association with a recommendation that the grievance to be submitted to arbitration.

The Association designated representative will receive released time for meetings if held during the normal working day. Should the representative need transportation between campuses, such transportation will be provided by the College.

6. Level-Four - Arbitration.

- a. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by filing written notice with the President. Within ten (10) working days after written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment with a specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either. The list shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) working days. The other

party shall have one (1) additional working day to remove one of the four (4) remaining names. The process shall continue allowing one working day for the removal of names.

- b. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than fifteen (15) working days from the date of the close of the hearings. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issue submitted. The arbitrator, in his/her opinion, shall not amend, modify, ignore or add to the provisions of the Agreement. His/Her authority shall be limited to deciding only the issue or issues presented to him/her and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- c. Expenses for the arbitrator's services shall be borne equally by the College and the Association.

D. Rights of Employees to Representation.

1. Employee and Association.

An aggrieved person may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative selected by the Association.

E. Miscellaneous.

1. Group Grievance.

If, in the judgment of the Association, a grievant affects a group or class of employees, the Association's Grievance Representative (one per campus) may submit such grievance in writing to the Director of Human Resources/Designee and the processing of such grievance shall commence at Level Three.

2. Separate Grievance File.

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Meetings and Hearings.

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives.

4. Time Limits.

The failure of the aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement.

5. No Interference with Related Work Activities.

Except as herein provided, it is agreed that any investigation or other handling or processing of any grievance by the aggrieved person shall be conducted so as to result in no interference with related work activities of the grieving person.

ARTICLE VII

Staff Reduction

A. Purpose.

To establish and maintain a harmonious, cooperative relationship between the Board of Directors and its employees in the matter of staff reduction.

To provide an orderly and accepted pattern for staff reduction, when it is deemed necessary.

B. Coverage.

All employees under this Agreement are covered including employees on leave of absence. Coverage requires all employees from all campuses to be included in their respective job classification.

C. Definition.

A layoff is a reduction in staff which results in the elimination of some or all of the job titles within a classification or in the reduction, in full or in part, of an employee(s) within a classification.

For the purpose of this Article, the job titles are classified as follows:

Classification

- | | |
|----|---|
| I | Bookkeeper I, Secretary I, Maintenance I, Financial Aid Assistant I, Bookstore Operator, Administrative Assistant I |
| II | Secretary II, Bookkeeper II, Library Assistant I, Program Assistant, Assessment Tech, Marketing Assistant, Financial Aid Assistant II, Employment and Career Services Secretary, Maintenance II, Groundskeeper/Maintenance II, Lead Teacher |

- | | |
|-----|---|
| III | Child Care I, Custodian I, Food Service I, Switchboard I, Secretary III, Library Assistant II, Print Shop Operator, |
| IV | Switchboard II, Secretary IV, Food Service II, Child Care II, Custodian II |

D. Layoff.

When one or more employees are to be terminated or reduced, the following sequential procedure shall determine those employees that shall be terminated first.

1. Attrition: Normal turnover due to retirement, resignation, etc.
2. The seniority principle shall apply to college-wide within job classifications. Seniority shall be considered the length of an employee's continuous service with the College from the date of his/her most recent date of employment, pro-rated for part-time employees.
 - a. If a job title is eliminated, the affected employee shall replace the employee with the least amount of seniority in his/her classification. If the affected employee so chooses, they may replace an employee with the least amount of seniority in one level below their classification and their salary shall be according to the contract, Article 16, Section E, #3.
 - b. Those individual employees who are reduced in full or in part shall be selected with the employee with the least seniority selected first.
 - c. If the affected employee chooses to take the layoff, he/she will have the option for retraining to take tuition exempt classes (Board Policy 404) for up to two academic years from the date of layoff
3. It is the intent of the parties that unit-wide reduction in hours worked per year will not be used to avoid the provisions of this Article unless agreed otherwise by the Association and the Board.

E. Recall Rights.

1. Any employee terminated pursuant to the need for staff reduction shall be eligible for recall for a period of two (2) years. Any employee reduced and desiring recall rights shall maintain on file with the Director of Human Resources/Designee his/her current mailing address and all previous assignments within the College, and classifications to which the employee desires recall.
2. Should a vacancy occur in his/her classification of employment, the Director of Human Resources/Designee shall notify the reduced employee by certified mail of the vacancy. Accordingly, the reduced employee shall be re-employed to fill the vacancy if the employee desires. Recall shall be in inverse order of seniority. Involuntary transfers shall not be made which prevent the recall of laid off employees. No out-of-bargaining unit employees will be employed or transferred to

unit job titles so long as there are eligible employees on the recall list. Employees with direct recall rights shall be re-employed first.

3. Any employee reduced under the above procedure shall receive notification by ordinary mail of all vacancies within any classification which existed at the time of reduction. Such employee shall be entitled to fill a vacancy provided the employee has the job skills to adequately meet the job responsibilities within the job description. Testing may be required to determine adequacy of performance. An employee reduced and lacking direct recall rights to a vacancy may request skill testing for the vacancy at the time of layoff for a period of two (2) years thereafter.
4. An employee who is offered a recall to a job title which has a lower pay classification or an individual contract calling for fewer hours per year than the time of layoff may refuse the recall and still retain future recall rights as provided in this Article.

F. Notification.

All employees shall be notified by June 1 of any intent to reduce their position in full or part. Insurance benefits shall continue 30 days after the effective date of termination.

G. Benefits.

Any employee who is re-employed for a position after layoff shall be placed on the salary schedule at or above the place from which they left the schedule, with the accumulated leave balances restored.

Seniority shall be frozen while an employee is on the recall list and shall resume upon re-employment. To the extent allowed by the carrier, all insurances may be continued by the employee at the employee's expense during the first year on the recall list. Accrual of sick leave and other benefits shall resume upon re-employment.

ARTICLE VIII

Seniority

A. Seniority Accumulation.

Seniority accumulation shall commence at the most recent date of continuous employment. Seniority shall accumulate for employees working less than full-time on a pro-rated basis, i.e., an individual working half-time would accrue a half-year on seniority. The formula for seniority accumulation shall be $\frac{\text{contract hours}}{2080}$ equals hours of seniority per fiscal year.

This figure multiplied by 260 days equals days for seniority, rounded to next highest day. Also, employees changing job classifications voluntarily shall carry seniority from their previous job classification. Employees voluntarily leaving employment shall start over

upon return. This does not apply to approved leaves or staff reductions. Ties in seniority accumulation shall be broken by a toss of coin by affected employees in the presence of the Director of Human Resources/Designee and the Association President.

B. Seniority Lists.

The College shall distribute seniority lists by job classification to all employees on or before August 1 of each year.

C. Previous Accrual.

As of the first day of the Agreement, all prior seniority accrual based on the formula in Section A shall be credited to each employee respectively.

D. Application.

The seniority principle shall apply only in layoffs, transfers, or such bidding situations as may be specified in this Agreement.

ARTICLE IX

Evaluation Procedure

A. General Provisions.

Within three (3) weeks after initial employment or new assignment, the appropriate supervisor shall acquaint each new employee under his/her supervision with the evaluation procedure. No evaluation shall take place until this has been done. The purpose of the orientation is to achieve mutual understanding of the evaluation procedures.

B. Formal Evaluation Procedures.

The immediate supervisor shall evaluate each employee formally in writing.

1. Observation - Each formal written evaluation shall be preceded by actual on-site performance observations.
2. Conference and Copy - A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the immediate supervisor. A copy signed by both parties shall be given to the employee. The employee's signature does not mean agreement with the evaluation, but rather awareness of the content. No employee shall be required to sign a blank or incomplete evaluation form.
3. Responses - If the employee feels his/her formal written evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy

of such objections shall be signed by both parties to indicate awareness of the content.

C. Grievability. The employee may grieve the accuracy of any evaluation.

D. Personnel File Review.

In the event the Director of Human Resources/Designee is absent from his/her office, employees shall give two (2) days notice to examine the employee's file. Otherwise each employee shall have the right during the workday to review and reproduce the contents of his/her personnel file. A representative of the Association, at the employee's request, may accompany the employee in this review.

E. Personnel File Contents.

Any communications concerning a unit member will be called to the unit member's attention in writing when placed in his/her personnel file.

F. Criticism.

Any adverse oral criticism of a bargaining unit member by management personnel shall be made in private.

ARTICLE X

Voluntary Transfer

A. Definition.

A vacancy shall be defined as an open position. A vacancy can occur as a result of a newly created position, a present position, or an increase in hours that makes a present position full-time benefit eligible.

A voluntary transfer shall occur as a result of the permanent voluntary movement of an employee to a different job title, job classification, campus, newly created position, present position, or an increase in hours for a present position.

B. Notification of Vacancies

1. Date

The Director of Human Resources will deliver to the Association and post on all official bulletin boards and the College website a list of vacancies that occur during the fiscal year upon knowledge of vacancies.

Postings of such vacancies will occur:

a. for all newly created bargaining unit-eligible positions;

- b. when a present position changes from part-time temporary to part-time regular and/or includes health insurance benefits and/or classification level change except as requested by the employee under Article XVI E 4;
- c. when a present position changes from part-time to at least 80% or more and/or includes health insurance benefits and/or classification level change except as requested by the employee under Article XVI E 4.

2. Filing Requests.

Employees who desire a transfer may file a written statement of such desire with the Director of Human Resources/Designee. Such statement shall include the job title, job classification, or campus to which the employee desires to be transferred in order of preference.

3. Posting.

As soon as possible, and no later than July 1, the Director of Human Resources or his/her designee shall deliver to the Association a system-wide schedule showing the job title, job classification, and campus for the forthcoming year for all employees.

C. Procedures.

In the determination of requests for voluntary transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the requirements for the College for qualified personnel. No such request shall be denied arbitrarily, capriciously, or without basis in fact. If more than one employee has applied for the same position, the determination as to which employee shall receive it shall be made on the basis of qualification, the most qualified volunteer receiving the position. In instances wherein volunteers are of relatively equal qualification, the determination shall be made on the basis of seniority.

ARTICLE XI

Involuntary Transfer

A. Definition.

The permanent involuntary movement of an employee to a different campus shall be considered an involuntary transfer when the vacant position cannot be filled pursuant to Section C in Article X: VOLUNTARY TRANSFER. No employee shall be involuntarily transferred to a different job classification.

B. Notice.

Notice of an involuntary transfer shall be given in writing to employees as soon as practical or not normally later than July 1.

C. Procedure.

If the involuntary transfer is necessary, employees will be transferred in reverse order of seniority. Employees with the least seniority in the job classification in which the involuntary transfer is necessary will be transferred first.

D. Meeting and Appeal.

An involuntary transfer shall be made only after a meeting between the employee involved and the Director of Human Resources/Designee at which time the employee shall be given written reason(s) therefore.

E. Priority in Transfer.

A list of open positions in the school shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred.

F. Transfer Training Period.

Employees shall be allowed sixty (60) working days to learn the job skills of a different job title to which he/she has been transferred. On-the-job training shall be provided.

ARTICLE XII

Physical Examinations

The cost of the initial examination shall be borne by the employee. Subsequent examinations shall be scheduled and paid for by the College. If an employee prefers to use his/her physician for the physical exam, the employee will be responsible for scheduling the physical exam, for the completion of all required elements of the NICC physical during the exam, for submission of the results of the exam to the College, and for payment of all charges related to the exam. The employee will be reimbursed by the College the dollar amount paid by the College to the College provider.

ARTICLE XIII

Safety Provisions

A. Unsafe and Hazardous Conditions.

Unless specified in the job description, employees shall not be required to work under unsafe or hazardous conditions. Adequate equipment and materials will be provided for the safe conduct of assigned duties at no expense to the employee. This includes making available all state regulations, OSHA standards, operational manuals, etc.

B. Reasonable Force.

An employee may use such force which is reasonable to defend his/herself if assaulted during the course of his/her employment.

C. Required Clothing and Equipment.

The employer has the right to require protective clothing, equipment, and devices. Any item required by the employer shall be provided by the employer.

ARTICLE XIV

Payroll Deduction

A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, group insurances, or any other plans or programs jointly approved by the Association and the Board.

B. Dues Deduction.

1. Authorization.

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of Association dues. The form of the assignment shall be that form included in this Agreement.

2. Regular Deduction.

The Board shall make semi-monthly deductions for employees commencing with the 2nd October pay period and then continuing through May, in equal amounts as specified in such authorization provided the Board has been provided with such authorization by October 1.

3. Prorated Deduction.

New employees, who begin dues deduction after October 1, shall have the total dues prorated, in equal amounts as specified, on the basis of the remaining months through May provided the Board has been provided with such authorization at least fifteen (15) working days prior to a monthly scheduled salary.

4. Duration.

An employee's dues may be checked off only upon the employee's written request, and shall be continuous thereafter at the prevailing annual rate of dues provided, however, that the employee may terminate the dues deduction at any time by giving thirty (30) days written notice to the Board and to the Association. The College shall provide to the Association by February 1 each year a listing of all unit-eligible employees with their hourly rates and annual salary amounts as of December 31 of the previous year. By September 1 each year, the College shall provide to the Association a listing of all unit-eligible employees who have been hired by the College since the last salary list was compiled. This list shall include the hourly rates and annual salary amounts at which these employees were hired. The Association shall provide the College Payroll Specialist with a listing of members and the

respective annual dues and monthly deductions for each no later than two (2) weeks prior to the 2nd October pay period.

5. Transmission of Dues.

The Board shall remit to the Association the total monthly deduction for Association dues within one (1) month following each regular pay period.

6. Association Responsibility.

It shall be the responsibility of the Association to inform its members of the procedures for payroll deductions and distribute the approved forms for same.

7. Hold-Harmless Clause.

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

ARTICLE XV

Employee Hours

A. Normal Work Schedule.

The work week for full-time employees shall be forty (40) hours, exclusive of lunch breaks, worked in five (5) consecutive days, within a seven-day period.

Alternative work schedules may be mutually agreed upon by the College and the employee.

The work day for full-time employees shall be eight (8) consecutive hours, exclusive of lunch breaks. Starting and ending of shifts shall be established and communicated to employees prior to the beginning of the fiscal year. The College retains the right to schedule hours, but will not temporarily reschedule normal working hours to avoid the overtime provisions of this Agreement.

Custodial and maintenance employees may have scheduled working hours adjusted in cases of emergency, such as snow removal.

The hourly and weekly work schedules for part-time employees shall be established on the hours per year set out in the individual contract.

B. Break.

Each employee shall have a 30-minute lunch period scheduled around the middle of the work day. The lunch period will be assigned by the immediate supervisor. Each employee shall be permitted one 15-minute break taken near the middle of the first half of the day and one 15-minute break taken near the middle of the second half of the day. Employees may take one 15-minute break in conjunction with the lunch period with the permission of their immediate supervisor. Part-time employees shall be permitted one 15-minute break during any four consecutive hours of work. Breaks will be scheduled by

the immediate supervisor. When the College cafeteria is closed for holiday or semester breaks, employees may take their 15-minute breaks in conjunction with their lunch periods.

C. Overtime.

Overtime is defined as all hours worked in excess of forty (40) hours in any one week. Overtime will be assigned by the immediate supervisor prior to performance of same. The use of compensatory time off (in lieu of payments) shall be at the rate of one and one-half hours "Comp time" for each hour of overtime. "Comp time" is discretionary with the employee and such time off must be taken within ninety (90) days following the day in which the working hours were adjusted.

Paid leave shall count toward hours worked for purposes of calculating the forty (40) hours per week. Paid leave is defined as holidays, vacation, and sick leave, and therefore, will be included in computing hours of work.

D. Trade-Off Time.

Trade-off time may be initiated at the request of the employee to handle personal situations that cannot be taken care of other than during the normal workday. Arrangements for trade-off time must have the prior approval of the employee's immediate supervisor. Work breaks and lunch periods may not be used to offset time taken as trade-off time.

E. Pay for Hourly Employees When School is Dismissed Early or Canceled.

In the event the College is closed prior to classes starting/the start of the regular work day, hourly paid employees shall be paid for their scheduled work time that day and the day shall be charged against two (2) paid inclement weather days. In other words, if classes are canceled because of inclement weather, an employee does not have to report to work.

When the College is closed early or has a late start for any reason, hourly paid employees shall be entitled to their scheduled day's pay. Employees who have not reported for work prior to early dismissal because of a later scheduled start time shall also be entitled to their scheduled day's pay. Leave approved in advance may not be rescinded when the College has a late start, is closed early, or canceled.

If NICC experiences more than two (2) inclement weather days, then make-up work day arrangements will be made with the College President or his/her designee.

Employees required by their supervisor to report to work on inclement weather days will receive trade off time for his/her work in addition to their regular pay.

F. On Call.

A custodial/maintenance employee will be considered to be "on call" when s/he is scheduled to work on a day for which the National Weather Service has issued a Winter

Weather Advisory, Watch, or Warning affecting Winneshiek County (Calmar employees) and/or Dubuque County (Peosta employees). These employees will also be considered to be on call when notified by the supervisor/designated College official of the potential for adverse weather.

The College will provide employees eligible for on-call status with a cell phone for College business. Calls requesting that employees report to campus will be placed on the College cell phone.

ARTICLE XVI

Wages

A. Salary for New Employees.

The starting wage for a new regular part-time or full-time employee hired after June 30, 2006, for the 2006-2007 contract will be 25¢ below the lowest paid support staff member in the same class.

A new regular part-time or full-time employee shall receive a fifteen cent (15¢) per hour increase upon completion of a satisfactory three-month performance evaluation.

The starting wage for a new temporary part-time or temporary full-time employee employed after June 30, 2006, for the 2006-2007 contract will be \$7.00 per hour.

B. Current Employees.

The following specifications will be in effect for 2006-2007 for current employees of Northeast Iowa Community College:

All current employees will receive a base wage increase of 4.0% plus \$0.20 per hour on their hourly rate for 2005-2006.

C. Method of Payment-Pay Periods.

Full-time and part-time employees not submitting time sheets shall be paid semi-monthly in twenty-four (24) equal installments on the first and sixteenth of each month.

Full-time employees shall receive their checks at their regular building and on the regular work days. If the regular payday falls on a Saturday, Sunday, or holiday, payments shall be on the preceding work day. Part-time employees will make arrangements for receipt of checks with the immediate supervisor.

D. Overtime Rate.

Overtime payment/compensatory time shall consist of one-and-one-half (1 1/2) times the regular hourly rate. Overtime hours on Sunday shall be by mutual agreement.

E. Job Classification.

An updated and/or new job classification description shall be provided by the Board to the Association with the job posting notice at least five (5) working days prior to the information being available to the general public.

1. Classifications

Classification of NICC Support Staff with starting base wage for the 2006-2007 contract year shall be as follows:

Level I

Bookkeeper I	
Secretary I	\$8.75
Maintenance I	
Financial Aid Assistant I	
Bookstore Operator	
Administrative Assistant I	

Level II

Secretary II	
Bookkeeper II	\$7.90
Library Assistant I	
Program Assistant	
Assessment Tech	
Marketing Assistant	
Financial Aid Assistant II	
Employment and Career Services Secretary	
Financial Aid Assistant II	
Maintenance II	
Lead Teacher	

Level III

Child Care I	\$7.55
Custodian I	
Food Service I	
Switchboard I	
Secretary III	
Library Assistant II	
Print Shop Operator	

Level IV

Switchboard II	\$7.40
Secretary IV	
Food Service II	
Child Care II	
Custodian II	

2. Contents

Each job classification description shall include the wage classification payable. The campus where the position is assigned shall be stated to allow for transfers as defined in the transfers procedures. The prerequisite education or training, skills, and experience and the normal duties, responsibilities, and working conditions shall be described in order to determine the appropriate wage.

3. Job Classification Change/Transfer

If a change is made in an employee's Job Classification, be it per the employee's request or the College/Board, the employee's wage classification will be changed to reflect the difference in the base wages of the two classifications in the employee's hourly wage.

If an employee moves from one classification to another, the employee shall remain ten cents (10¢) per hour lower than any employee within the new classification with more seniority. The term seniority is the same as Article 7(D) (2).

4. Job Classification Review.

In the event that an employee believes that his/her duties are sufficiently changed from those stated in the official job classification description on which his/her wage and contract benefits are based, he/she may request a job classification review by submitting a written application, including a full statement of the reasons for the request, to his/her immediate supervisor.

The review shall include the completion by the employee and appropriate supervisor of a questionnaire pertaining to the current job evaluation instrument outlining the employee's current job duties and responsibilities, needed skills and effort, and working conditions. The review may also include an on-site evaluation.

Such request for review shall be completed by the College within a reasonable period of time. After completing the review, the College shall approve or deny the application. The employee shall be reclassified or assigned duties which conform to the official job classification if the application is approved. If the application is denied, the College shall provide written reasons for the denial.

The effective date of the reclassification for wages and other contract benefits shall be the date the written application for review was submitted to the immediate supervisor.

ARTICLE XVII

Supplemental Pay

A. Expenses of Traveling Employees.

1. Employees who may be requested to use their automobiles in the performance of their duties and employees who are assigned to more than one (1) campus/worksites per day, who are required by the College to travel to the campus a second time on the same day, who are required to work an additional day other than their normal work week (example: Saturday or Sunday in addition to Monday through Friday), or to an alternate worksite that is farther from the work base, shall be reimbursed for such travel at the Board approved rate. Travel expenses will not be paid for those employees who voluntarily accept an additional assignment.
2. Forms for filing of mileage claims shall be furnished by the College.

ARTICLE XVIII

Insurances

Eligibility.

Employees covered by NICC-fully paid group hospital/medical, dental, life, and long-term disability insurance shall be those employees working at least 1,664 hours per year.

Part-time employees working 1,040 hours or more per year, but less than 1,664 hours per year, who are not otherwise eligible for College-paid insurance, may enroll in any of the insurance coverages at their own expense as the carrier permits.

A. Hospital/Medical and Dental

1. An eligible unit member and his/her dependents shall be provided a comprehensive medical health insurance program which shall provide the same benefits and benefit levels as the 2004-2005 insurance program with the following exceptions:
 - Eliminate first-dollar coverage on all eligible procedures.
 - Enter into preferred provider organizations (PPO) networks with in-network co-pay at 85% College, 15% employee and out-of-network co-pay at 75% College, 25% employee. Health Plan language states that exceptions will be made for covered employees and dependents for emergency treatment when traveling and covered dependents when living outside the network area.

The maximum out-of-pocket costs to be borne by the unit member for covered medical expenses shall be as follows:

- Single - \$200 deductible and \$400 additional for co-insurance.
- Family - \$500 deductible and \$400 additional for co-insurance.

The Board may self-insure the health insurance program. The Board shall contribute an amount equal to the full cost of either the single or family premium; whichever is applicable to the eligible unit member's status.

Any eligible unit member or his/her dependents who fails to follow pre-notification requirements as outlined in the plan booklet, will be required to pay an additional fifty dollars (\$50.00) toward that procedure. The fifty dollars (\$50.00) shall be deposited in the College Health Insurance Fund.

2. The Board may self insure the dental insurance program. The Board shall contribute an amount equal to the full cost of either single or family premium; whichever is applicable to the eligible unit member's status. An eligible unit member and his/her dependents shall be provided a dental insurance program which shall provide the same benefits and benefit levels as the 2004-2005 insurance program with the following exception:
 - Dental coverage limit per year of \$1,000 and juvenile orthodontic coverage maximum per child of \$2,000.
3. If a unit member elects to participate in the Insurance Incentive Plan, then all of the following criteria shall be met. He/she must: (a) be eligible for the District's insurance program; (b) prove coverage eligibility by submission, once a year, on the Request Form and a signed copy of the most recent Department of the Treasury/Internal Revenue Service Form 1040; and (c) elect single coverage or no coverage. If all of the above criteria are timely met, then the unit member will receive an insurance incentive contribution of \$100 per month for health insurance and fifty percent (50%) of the difference between the contribution of the College to the single dental premium and the family dental premium, on the last payroll check of June 30.
4. In the event that the District elects to self-fund a hospitalization, surgical and major medical benefits program, said program shall include the conditions set forth below.
 - a. The premium equivalent shall be accrued by the District in even monthly installments that reflect the number of participants each month. Charges to the account are only for approved purposes. Approved purposes are those directly related to the administration and delivery of health benefits. These shall include: claims, risk reinsurance including aggregate and individual stop loss coverage, cost containment, and such related management expenses as are necessary to properly administer the program, including an adequate reserve for incurred but not reported claims and projected cost of insurance incentive program.

The accruals shall be maintained at a level that reflects college fiscal responsibility. As of the 2005-2006 contract year, the portion of the premium equivalent determined from claims is 125% of actuarially projected yearly claims. If this level is to be changed from the current 125% the NICSSA and NICCHEA

will be informed of such change in writing and given adequate time to respond to the change at the next regularly scheduled Board of Trustees meeting.

Prior to the setting of the annual premium equivalent, the Administration and representatives of the NICC SSA, NICC HEA, and non bargaining staff shall meet to review the program, the performance of the third-party administrator, and to review the funding payout and reserve status for the plan from the prior year, and to suggest the premium equivalent for the new plan year.

b. The District shall retain a third-party to administer the hospitalization, surgical and major medical benefits program. The third-party administrator shall administer the program as detailed in the medical plan document, which is provided to all members of the bargaining units who participate in the plan.

c. The program shall obtain adequate individual and aggregate stop loss coverage in amounts to be determined by the District.

d. The District, NICC SSA, and NICC HEA acknowledge the importance of maintaining the confidentiality of identifiable benefits data. The third-party administrator shall retain the records of the program only. The District's Human Resource Office will retain generic group records. Individual employee or dependent records will be only obtained by the Human Resources Office with permission of the employee. Only generic statistics and data will be released to external committees, groups, or individuals.

e. In the event that the District terminates the self-funding of hospitalization, surgical and major medical benefits during the term of this Agreement, the District shall provide the same coverage to employees who were participants of the program on the date of the program's termination. Said participants shall be covered without preconditions or underwriting qualifications.

f. To execute the responsibilities of this program, the Association and the District agree that there may be a need for release time for committee members to perform their committee responsibilities.

B. Term Life.

1. Each eligible unit member shall be provided term life insurance at the rate of two (2) times the employees annual salary rounded to the next highest thousand dollars.
2. Each eligible part-time regular unit member who works 1,040 hours or more per year shall be provided with \$10,000 of College-paid term life insurance.
3. Additional life insurance coverage may be obtained at the employee's option and expense, if the carrier allows.

C. Long-Term Disability.

Each eligible unit member shall be covered by a long-term disability insurance program paid for by the Board as is currently in affect by this Agreement.

D. Worker's Compensation.

All unit members shall be covered by the Board's Worker's Compensation policy for job-related injury.

E. Effective Coverage and Duration.

Employees new to the College shall be covered the first day of the month following the employee's first paycheck. *Example: A benefit-eligible support staff employee whose first working day is September 10 and is first paid on September 16 will be enrolled in College benefits effective October 1.*

An individual leaving employment with NICC shall receive insurance coverage until the end of the month following his/her final work day with the College. *Example: A benefit-eligible support staff employee who resigns on September 10 will be covered by College benefits through October 31.*

F. Liability.

Employees shall be covered by the College's liability insurance for protection while in the performance of assigned duties.

G. Descriptions.

The Board shall provide each new employee with a descriptive brochure of the insurance coverage upon employment. Continuing employees will receive a notice of changes in coverages or benefits as each occurs. The College will provide insurance application forms.

ARTICLE XIX

Association Rights

A. Use of Facilities.

The Association members shall have the right to make use of College buildings and facilities for meetings at all reasonable times (not including work hours) provided that such business does not interfere with or interrupt whatsoever the related work activities of the College.

Such meetings shall be scheduled with the proper personnel.

B. Use of Equipment.

The Association members shall have the right to use school equipment including but not limited to typewriters, computers, duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times provided that such use does not interfere with or interrupt whatsoever the related work activities of the school.

The Association shall pay for the reasonable costs of all materials and supplies incident to such use.

C. Communications.

The Association members shall have the right to post notices of activities and matters of Association concern on bulletin boards. The Association members may use the College mail service and employee mailboxes for communication.

D. Access to Members.

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on College property at all reasonable times provided that such visits do not interfere with or interrupt whatsoever the instructional program and related work activities of the College.

ARTICLE XX

Separability and Duration

A. Individual Employment Notices

All employees in the bargaining unit will be employed by employment notices issued no later than May 31 prior to the next contract year or, in the event the Agreement has not been settled, then within thirty (30) days following the ratification of the Agreement. The employment notice will specify the annual hours of employment, hourly rate, and annual compensation based on assigned hours (including assigned overtime and paid holidays), work schedule, and holiday calendar. Job descriptions shall be attached to individual employment notices if job description has been modified since previous employment notice.

B. Separability.

If any item of this Agreement or any application of this Agreement to any employees or group of employees is held to be contrary to law, then such item and only such item or application shall not be deemed valid and subsisting, except to the extent permitted by law, and the Board and the Association shall enter into immediate negotiations to replace said item. All other items or applications shall continue in full force and effect.

C. Printing Agreement.

Copies of this Agreement shall be printed at the expense of the Board after Agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed by the Board, and the Board shall provide the Association with twenty (20) additional copies.

D. Notices.

Whenever any notice is required to be given be either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, to Board at: Northeast Iowa Community College, Vice President Administrative Services, Box 400, Calmar, IA 52132.
2. If by Board, to Association at: NICC SSA, President of the Association, Box 400, Calmar, IA 52132.

E. Duration Period


This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2007.

This Agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified, or substituted by negotiations.

F. Signature Clause.

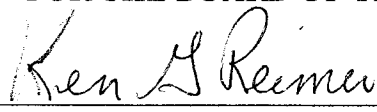
In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the 26th day of October, 2006.

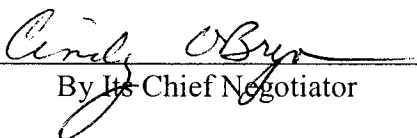
FOR THE ASSOCIATION:


By Its President


By Its Chief Negotiator

FOR THE BOARD OF TRUSTEES


By Its President


By Its Chief Negotiator

APPENDIX A

NORTHEAST IOWA COMMUNITY COLLEGE

GRIEVANCE

Copies of this form shall be distributed by each respondent to:

1. Northeast Iowa Community College Support Staff Association President
2. Employee
3. Immediate Supervisor
4. Director of Human Resources/Designee

Grievant _____ Date _____

Campus _____ Department _____

STEP 2 - IMMEDIATE SUPERVISOR

A. Date and time alleged violation occurred _____

B. Date and time of verbal step _____

C. Clause(s) of contract alleged to be in question _____

D. Nature of Grievance _____

E. Remedy Requested _____

Signature of Grievant _____

DISPOSITION OF STEP 2

Date Received _____

Answer _____

Signature of Immediate Supervisor _____

Date _____

STEP 3 - DIRECTOR OF HUMAN RESOURCES/DESIGNEE

Date Received by Director of Human Resources/Designee _____

Answer _____

Signature of Director of Human Resources/Designee _____

Date _____

STEP 4 - REQUEST FOR ARBITRATION

Signature of NICCSSA President _____

Date _____

APPENDIX B

NORTHEAST IOWA COMMUNITY COLLEGE

DUES DEDUCTION AUTHORIZATION FORM

_____ LAST NAME	_____ FIRST NAME	_____ INITIAL
Full-Time Employee _____	Part-Time Employee _____	

I hereby request and authorize the Board to deduct from my earnings, dues for the Northeast Iowa Community College Support Staff Association. Dues are to be deducted semi-monthly for full-time and part-time employees for eight (8) consecutive months from October through May for a total of \$_____ and remitted on my behalf to the Treasurer of the Northeast Iowa Community College Support Staff Association. The deduction per check shall be \$_____.

I understand that the dues deduction will only be for the cost of dues and contributions for membership to my employee organization. Such items as initiation fees, special assessments, back dues, fines, and similar items will not be considered deductible dues.

I understand that the Association agrees to defend and hold harmless the Board, each individual Board member, and all Administrators against any and all claims arising out of the application for my dues deduction.

Such authorization must be submitted to the Personnel Office prior to October 1 each year, and shall continue through May from the date hereof, and thereafter for equivalent periods, at the prevailing dues rate, unless revoked in writing by a thirty (30) day notice to the Personnel Office. Employees who submit authorizations after October 1 shall have dues deductions prorated over the remaining months such that dues deduction is completed by the May pay period.

_____ SIGNATURE	_____ DATE	_____ DATATEL ID #
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SIDE AGREEMENTS

1. Letter of Understanding on Sick Leave Donation Program

The Northeast Iowa Community College and the Northeast Iowa Community College Support Staff Association (SSA) hereby agree to this Side Agreement/Letter of Understanding to the 2006-2007 Bargaining Agreement.

- Unit members may donate to and/or receive sick leave days (hours) to/from non-unit members.

2. Letter of Understanding on NICC Support Staff Classification System

The Northeast Iowa Community College and the Northeast Iowa Community College Support Staff Association (SSA) hereby agree to this Side Agreement/Letter of Understanding to the 2006-2007 Bargaining Agreement.

The college will prepare a Request for Proposal (RFP) for the purpose of hiring a consultant to review and possibly restructure the NICC Support Staff classification system. The results of the classification study will be reviewed jointly by NICC and the NICC Support Staff Association and will be considered in collective bargaining process when appropriate.

3. Letter of Understanding on NICC Support Staff Parking

The Northeast Iowa Community College and the Northeast Iowa Community College Support Staff Association (SSA) hereby agree to this Side Agreement/Letter of Understanding to the 2006-2007 Bargaining Agreement.

The college agrees to continue to provide parking for support staff members involuntarily transferred to the Town Clock Center.

4. Voluntary Assignments

The Northeast Iowa Community College and the Northeast Iowa Community College Support Staff Association (SSA) hereby agree to this Side Agreement/Letter of Understanding to the 2006-2007 Bargaining Agreement.

Full time support staff employees performing voluntary assignments (such as text book reading) outside of their work area will not be subject to overtime or compensatory time if the college receives a legal opinion that these activities do not require overtime or awarding of compensatory time.

In Witness Whereof the parties hereto have caused this Side Agreement to be signed.

FOR THE ASSOCIATION:

Felice M. Connolly

10-18-06

Date

FOR THE BOARD OF TRUSTEES

Cindy Orby

10-18-06

Date

SIDE AGREEMENT
(Premium Equivalent Committee)

The Premium Equivalent Committee shall meet four (4) times between November 2006 and March 2007 to discuss potential changes to the over-all insurance plan including but not limited to: pharmacy carve-out, wellness, and preventative care issues and coverage. For these meetings the committee will be co-chaired by one member of the NICC-HEA, NICC-SSA, and John Noel or his designee. The co-chairs shall set the dates and agendas for each meeting. If no other dates are set for a meeting each month the following dates shall be used:

November 17, 2006

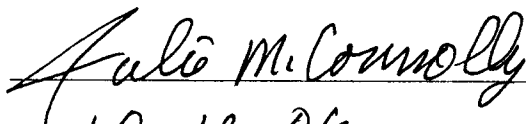
January 19, 2007

February 9, 2007

March 23, 2007

The final committee meeting shall take place no later than March 23, 2007, with recommendations to be returned to the negotiations committee of each Association no later than April 15, 2007.

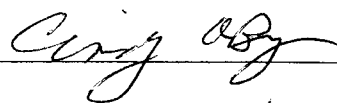
FOR THE ASSOCIATION:



10-18-06

Date

FOR THE BOARD OF TRUSTEES



10-18-06

Date

SIDE AGREEMENT
(Harassment Policy for NICC)

A taskforce comprised of four members of the support staff named by the SSA, four members of the faculty named by the HEA, and four non-bargaining employees named by the President's Cabinet shall meet four (4) times (December 2006 and January, March, and April 2007) to discuss and draft a comprehensive harassment policy for Northeast Iowa Community College. The taskforce will be co-chaired by one member of the NICC-HEA, NICC-SSA, and the Director of Human Resources. The co-chairs shall set the dates and agendas for each meeting. If no other dates are set for a meeting each month the following dates shall be used:

December 1, 2006

January 26, 2007

March 16, 2007

April 20, 2007

The recommendations from the taskforce shall be presented to the NICC Board of Trustees no later than the June 2007 meeting.

FOR THE ASSOCIATION:

Julio M. Connolly
10-18-06
Date

FOR THE BOARD OF TRUSTEES

Cindy Oby
10-18-06
Date

SIDE AGREEMENT
(Accrued Vacation Earned Prior to FY07)

By December 1, 2006, the NICC SSA shall name six unit-eligible members to participate on a study committee with the Vice President for Finance and Administration and the Director of Human Resources. The purpose of the study committee will be to review the data and make a recommendation regarding use of accrued vacation hours earned prior to FY07 by NICC support staff employees. This study committee shall complete its work no later than March 31, 2007 by making a recommendation for consideration during bargaining on the 2007-2008 contract.

FOR THE ASSOCIATION:

Julio M. Connolly
10-18-06
Date

FOR THE BOARD OF TRUSTEES

Craig OB
10-18-06
Date

